

**AGENDA**  
**PORT OF SIUSLAW COMMISSION MEETING**

Wednesday, June 15, 2022 7:00pm  
Port of Siuslaw Conference Room  
100 Harbor St, Florence, OR 97439

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Terry Duman, President; Mike Buckwald, Secretary,  
Bill Meyer, 1<sup>st</sup> VP, Robert Ward, Treasurer, Craig Zolezzi, 2nd VP

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Join Zoom Meeting

<https://us06web.zoom.us/j/85456048862?pwd=Q0xiNDFQVy9GdFMwU1NSaVZhSjNwQT09>

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**Call to Order**

Duman

**Public Comment:** *This is an opportunity for members of the audience to bring to the Commission's attention any item not otherwise listed on the Agenda. Comments will be limited to five (5) minutes per person, with a maximum time of 15 minutes for all items. Speakers may not yield their time to others.*

**1. Approval of the Agenda by consent**

Duman

**2. Discussion with Rivian** regarding electric charging stations. **Scott Oltmann**

**3. Approval of the Minutes by consent**

Duman

- a. 5-18-22 Meeting Minutes draft

**4. Approval of the financials by consent**

Stewart

- a. Checks printed in May were \$86980.39
- b. Occupancy for Campground was up 9% from last year and moorage was up 1% from last year.

**5. Manager and Commissioner Reports**

**Public Comment:** *Comments will be limited to five (5) minutes per person, with a maximum time of 15 minutes for all items. Speakers may not yield their time to others.*

**Upcoming Meetings and Conferences**

- **July 20, 2022 Commission Meeting**

**Adjourn**

Duman

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**RIVIAN WAYPOINT CHARGING STATION LICENSE AGREEMENT**

**This RIVIAN WAYPOINT CHARGING STATION LICENSE AGREEMENT** (this "**License**") is effective as of the last signature date below (the "**Effective Date**"), by and between **Port of Siuslaw**, a [redacted] hereinafter referred to as "**Licensor**", and Rivian, LLC, a Delaware limited liability company, located at 14600 Myford Road, Irvine, CA 92606 hereinafter referred to as "**Licensee**."

WITNESSETH:

1. **LICENSED PREMISES.** Licensor hereby Licenses to Rivian, for the Term (as defined below) of this Agreement, each of the parking spaces (each, a "**Parking Space**"; collectively, the "**Parking Spaces**") and associated land consisting of approximately 530 square feet, which are depicted on **Exhibit A** attached hereto (the "**Licensed Premises**") at the property commonly known as [redacted] (the "**Property**") and further described in this Section. Each Parking Space will include both an ingress and egress thereto. Licensor acknowledges that each Parking Space shall include sufficient square footage to comply with the Americans with Disability Act of 1990 or applicable state and local laws and regulations. In addition, set forth in **Schedule A** are the minimum specifications required by Rivian to build-out the Parking Spaces, and Licensor hereby covenants that such specifications will be present as soon as the Licensed Premises are accessed by Rivian pursuant to Section 1.6 below, and will remain fully present and usable during the Term of this Agreement. Set forth below are the total Licensed Premises and the various categories of Parking Spaces contained within the Licensed Premises that are Licensed to Rivian, as well as the quantity of each such Parking Space as in effect on the Effective Date hereof:

- i. **Two (2)** existing parking spaces and associated land contained within the square footage set forth in the preceding paragraph, which may be used for the Rivian Waypoint Spaces set forth below and related infrastructure.
- ii. Within such Licensed Premises, there shall be **Two (2)** Rivian Waypoint Spaces in total, which shall consist of Level 2 Charging Stations – Each such Parking Space will be fully outfitted with the Fixtures and fully-functioning Charging Stations, but will be open to any vehicle that seeks to park in any of these Waypoint Spaces (each referred to henceforth as a "Charging Station" or the "Charging Stations"). The Charging Stations may also include certain trade fixtures as determined by Licensee, which may include, without limitation, the vehicle chargers, charge posts, switchgear, signage, canopy, solar panels, and an energy storage system (the "**Trade Fixtures**").

2. **CONTACT INFORMATION:**

Licensor's Address for Notices:

Licensee's Address for Notices:

Rivian, LLC  
c/o Lease Administration  
14600 Myford Road  
Irvine, CA 92606  
Attention: Sr. Real Estate Manager –  
Charging Network  
Licenseadmin@rivian.com

With copy to:

With copy to:

Rivian Automotive, LLC  
14600 Myford Road  
Irvine, CA 92606  
Attention: Associate General Counsel–Real  
Estate and Construction  
legal@rivian.com

3. **USE:** Licensee shall use the Licensed Premises for during the Term for electric vehicle charging stations and other incidental purposes (e.g., delivery/pick-up port for sold and serviced Licensee electric vehicles). All use of the Licensed Premises by Licensee shall comply with applicable codes, laws, and ordinances.

4. **COMMON AREA.** The parking area, drives, green spaces and related improvements that are part Property, are hereinafter referred to as the "**Common Area**". Licensee, its employees, agents and invitees, shall have the non-exclusive rights to use the driveways, sidewalks, service areas, and parking facilities that comprise a Common Area, and shall have the non-exclusive right of ingress and egress from and to each Licensed Premises by means of the Common Area.

5. **WORK REQUIREMENTS.** All work performed on any Licensed Premises, shall be in accordance with the following requirements. Licensee shall not commence any construction until (i) Licensee's plans have been approved in accordance with this Agreement and (ii) Licensee has obtained all necessary governmental approvals/permits for such construction.

Licensee shall be solely responsible for and have control over the means, methods, techniques, sequences, and procedures and for coordinating all portions of such work in any Licensed Premises, and shall perform the work set forth in Exhibit B. Licensee shall obtain all required governmental permits and authorizations for such work, and Licensee shall use best efforts to cause all work to be completed in a good and workmanlike manner, and in compliance with all building, zoning, and other laws, ordinances, and governmental regulations and requirements. Licensor agrees to cooperate with Licensee in obtaining such permits and authorizations, provided that Licensor shall not be required to incur any additional obligations or out of pocket costs/ expenses.

6. **APPROVALS; CONDITIONS PRECEDENT.**

- (a) Licensee acknowledges that the rights granted herein are subject to all covenants, conditions, restrictions, encumbrances and easement of record and all applicable zoning ordinances and other governmental regulations. Licensee further acknowledges that Licensor does not represent or warrant that such documents of record and such ordinances and regulations allow for Licensee's intended use of any Licensed Premises, but Licensor represents and warrants that it has no knowledge to the contrary.
- (b) Licensee acknowledges that Licensor does not represent or warrant that the Licensed Premises depicted on **Exhibit A** has access to the necessary utilities in order to operate Charging Stations on such Licensed Premises, but Licensor represents and warrants that it has no knowledge to the contrary. To the extent Licensor provides or has provided any plans, specifications or other information with respect to any Licensed Premises or Common Area, including any utility plans, Licensee acknowledges that such information (i) is provided to assist Licensee in its review of such Licensed Premises; and (ii) is provided without representation or warranty by Licensor with respect to its accuracy, content or completeness.
- (c) For any improvements to or subsequent modifications to a Licensed Premises, Licensee shall, at its sole cost and expense, promptly field locate any utility lines, confirm that such utility lines are available to service each Licensed Premises and provide Licensor plans for each Charging Station (including related improvements). Such plans shall include an elevation of each Charging Station, documentation as to any wireless network or device to be utilized as part of a Licensed Premises, the proposed locations into which the Charging Stations on a Licensed Premises intend to connect to existing electric lines and any proposed improvements associated with the Charging Stations (such as curbing islands) (together the "**Construction Plans**"). Licensee acknowledges that Licensor may reasonably reject any plans and/or specifications that do not fully address all improvements contemplated by Licensee for any Licensed Premises. Licensee acknowledges that any such utility connection shall be contingent upon such service to each Licensed Premises being separately metered and billed. Licensee

acknowledges that open cutting of pavement within the Common Area for the installation of utilities shall not be permitted unless either written approval is provided by Licensor in its sole discretion or such approval is given during the construction drawing approval process. Licensee acknowledges that any islands or improvements constructed as part of the installation of the Charging Station shall be constructed in a manner that does not impede any existing storm water drainage or cause any ponding on the Common Area. Licensee acknowledges that if existing utilities are located within a Licensed Premises, no improvements shall be constructed in a Licensed Premises unless Licensee's plans show the relocation of such utility and Licensor approves such relocation. **[NOTE: Under review by Rivian construction team]**

- (d) In the event Construction Plans for a Charging Station in a Licensed Premises are approved by Licensor, Licensee shall be responsible for obtaining all necessary governmental approvals for the construction of the Charging Station and any improvements contemplated in the approved Construction Plans. For such Licensed Premises, to the extent the applicable governmental authorities require site plan approval and/or variance for the Common Area or Parking Space improvements (including, but not limited to any parking landscaping or greenspace requirements), Licensee shall be responsible for obtaining such approvals and for demonstrating to Licensor that after the proposed development of a Licensed Premises, Licensor's remaining property is in compliance with all municipal requirements. Any application or correspondence associated with such approvals shall be subject to the prior review and approval of Licensor. Licensee shall be responsible for the cost of all application fees, review fees, permits and other similar costs associated with obtaining all such governmental approvals. Licensor shall reasonably cooperate and support Licensee in such application process, at no additional out of pocket expense to Licensor.
- (e) INTENTIONALLY OMITTED.
- (f) To the extent approved Construction Plans (and plans associated with any conditional approvals) include construction work outside a Licensed Premises, Licensee shall be responsible for the construction of such improvements and for obtaining required approvals, if any.
- (g) In the event utility easements are required in order to complete any utility extensions contemplated in the Construction Plans, Licensor agrees to reasonably cooperate in granting such easements at no additional out of pocket cost to Licensor.

7. **TERM:** The initial term of this Master Parking Lot License and each Exhibit A Parking Lot License for a specific Licensed Premises is ten (10) years commencing on the date Rivian opens the Rivian Waypoints Stations to the public charging of electric vehicles in the Licensed Premises (the "**Term**"). Licensee shall have the right to thrice extend the Term of each agreement, each extension shall be for an additional period of successive three (3) years (each a "**Renewal Term**"). Notwithstanding anything in this License to the contrary, Rivian may terminate this License and/or any Exhibit A Parking Lot License, at any time and for any reason, without penalty, by providing Licensor with sixty (60) days' prior written notice. In furtherance of the foregoing, within ten (10) business days of Rivian's written request to Licensor, the parties shall execute a Critical Date Memorandum in the form set forth in Exhibit D attached hereto, with such memorandum to include an agreement on the Actual Possession Date, the Commencement Date, and expiration date of the Term.

8. **UTILITIES:** Licensee agrees to arrange for and pay the charges for all Licensee-related utility services provided or used in or at the Licensed Premises during the term of the License. Licensee shall pay directly to the utility company the cost of installation of any and all such Licensee-related utility services and shall arrange to have the utility service separately metered. Licensor shall not be responsible for any damages suffered by Licensee in connection with the quality, quantity or interruption of utility service, unless it was the cause of such damage.

9. **COMPLIANCE WITH LAWS:** During the term of this License, Licensee shall, at its expense, comply with all governmental statutes, laws, rules, orders, regulations, and ordinances affecting each Licensed Premises or

Licensee's use thereof, including, but not limited to, The Americans With Disabilities Act of 1990 (42 U.S.C. § 12101 et. seq.) and regulations and guidelines promulgated thereunder, as all of the same may be amended and supplemented from time to time.

10. **PAYMENT FOR CHARGING SERVICES:** Licensor shall have no right to request any payment from any third-party in conjunction with Licensee's charging services.

11. **MAINTENANCE:** Licensee shall be responsible for maintaining the Licensed Premises and Trade Fixtures. Notwithstanding the foregoing, Licensor shall maintain the portion of a Common Area, including such Licensed Premises (including removal of snow and debris removal to a broom clean condition), as part of its general maintenance of each Common Area. Except to the extent of any negligence or willful misconduct, Licensor shall not be responsible for any damage to any improvements on a Licensed Premises caused by such maintenance. Except to the extent of any negligence or willful misconduct, Licensor shall not be responsible for any interruption of utility service to any Charging Station.

12. **SECURITY:** If it so desires, Licensee shall provide its own security for each Licensed Premises. Except to the extent of any negligence or willful misconduct, Licensor shall not be responsible for any losses which Licensee may suffer including, but not limited to, thefts, robberies, or other crimes on or about each Licensed Premises. Licensee may, in its sole discretion and at its sole cost, install security cameras, connectivity-related hardware and other equipment to remotely monitor the Licensed Premises from off-site. In the event a wireless network/device causes unreasonable interference with Licensor's business outside any Licensed Premises, Licensor shall first discuss this issue with Licensee and the parties agree to work together to try to resolve the issue in good faith. Only if the parties are unable to resolve the issue, then Licensor shall have the right to require removal of such device(s) or require it to be turned off until such interference is eliminated to Licensor's reasonable satisfaction.

13. **LICENSOR COVENANTS:** Licensor shall not take any action that would impair use of the Licensed Premises or the Trade Fixtures. Licensor shall not knowingly allow another party to impair use of the Licensed Premises or the Trade Fixtures. Licensor agrees to notify Licensee within a commercially reasonable time if (i) it has knowledge of third-parties impairing or misusing the Licensed Premises or Trade Fixtures, or (i) it obtains knowledge of a needed repair to the Licensed Premises or Trade Fixtures. Licensor further agrees that the Term or any Renewal Term, and unless otherwise restricted by applicable laws and regulations, that Licensor will ensure that Licensee as well as its contractors and vendors have unrestricted and unfettered access to the Property (as defined in each Exhibit A) and the Licensed Premises twenty-four (24) hours per day, seven (7) days per week, and three hundred sixty-five (365) days per year.

In the event Licensee discovers any Hazardous Materials (as defined below) in the Licensed Premises during Licensee's initial construction of the Infrastructure (as defined in "Exhibit A") or Trade Fixtures, during an alteration permitted under this Agreement, or at any other time on the surface of any Licensed Premises, Licensee shall promptly notify Licensor. In the event Hazardous Materials were not installed or brought into any Licensed Premises by Licensee and do not exist in their natural state and are required to be removed from or encapsulated in any Licensed Premises by applicable law, Licensor shall promptly, at its sole expense encapsulate or remove, transport and dispose of such Hazardous Materials in the manner prescribed by applicable Federal, State or local law. In the event Licensor elects or is required to perform any work relating to the abatement or removal of Hazardous Materials in any Licensed Premises, Licensor shall notify Licensee of Licensor's work schedule. In the event Hazardous Materials are discovered during the Licensee's initial construction of the Infrastructure or Trade Fixtures, the commencement date of this License shall be extended for a day for day basis for each day that Licensor is performing its abatement or removal work. If such Hazardous Materials are discovered at any time other time during the term of this License, such abatement or removal work is reasonably likely to interfere with Licensee's business or expose Licensee's customers and employees to Hazardous Materials or toxic materials, then at Licensee's option, the Term of this License shall be extended for a day for day basis for each day that Licensor is performing its abatement or removal work and Licensee shall be permitted to close for business and all fixed minimum rent, additional rent and other charges shall abate until Licensee is once again able to reasonably conduct its business in a safe manner. For purposes of this paragraph, "Hazardous Materials" shall mean any pollutant, contaminant, waste, hazardous, asbestos containing, toxic or radioactive substance or material subject to regulation under any Federal, state or local laws from time to time.



14. **LIENS:** Licensee shall keep each Licensed Premises, Common Area and Licensor free from any mechanics' or materialmen's liens or claims thereof for any labor or material furnished to Licensee in connection with any Licensed Premises and any approved Construction Documents, except that Licensee shall have the right to contest the validity or amount of any such lien, provided that Licensee shall either (i) first post any bond or make any deposits required by Licensor or the terms of any trust, deed, mortgage, or similar instrument affecting such Licensed Premises/Common Area/Licensor to assure the discharge of such lien or claim thereof; or (ii) furnish such security as may be reasonably required, to and for the benefit of Licensor, or any title insurance and trust company designated by Licensor, to permit a report of title to be issued relating to such Licensed Premises/Common Area/Licensor without showing thereon the existence of such lien.

15. **ASSIGNMENT:** Licensee shall not assign this License voluntarily or by operation of law, or any right hereunder, nor sublet the Licensed Premises or any part thereof, without the prior written consent of Licensor, which shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, for purposes of this License a transfer to any of the following shall not constitute an assignment: (i) a parent or subsidiary of Licensee, or (ii) any person or entity which controls, is controlled by or under common control with Licensee, or (iii) any entity which purchases all or substantially all of the assets of Licensee, or (iv) a successor to Licensee or any of the foregoing entities by purchase, merger, consolidation or reorganization (all such persons or entities described in (i), (ii), (iii) and (iv) being sometimes hereinafter referred to as "Affiliates").

16. **ALTERATIONS:** Excepting the items of **Exhibit A**, Licensee shall not make or permit to be made any alterations, changes in or additions to the Licensed Premises without the prior written consent of Licensor, which shall not be unreasonably withheld, conditioned or delayed.

17. **FIXTURES AND EQUIPMENT:** Upon termination of this License, unless terminated due to a default of Licensor, the Infrastructure shall become the property of Licensor. All intellectual property and Trade Fixtures, equipment, and all other similar items owned by Licensee and installed or placed in each Licensed Premises shall remain the property of Licensee. Licensee shall have the right to remove said property at any time during the Term or Renewal Term. Licensee's intellectual property means all industrial and other intellectual property rights comprising or relating to: (i) patents; (ii) trademarks; (iii) internet domain names, whether or not trademarks, registered by any authorized private registrar or governmental authority, web addresses, web pages, website, and URLs; (iv) works of authorship, expressions, designs, and design registrations, whether or not copyrightable, including copyrights and copyrightable works, software and firmware, application programming interfaces, architecture, files, records, schematics, data, data files, and databases and other specifications and documentation; (v) trade secrets; and (vi) all industrial and other intellectual property rights, and all rights, interests, and protections that are associated with, equivalent or similar to, or required for the exercise of, any of the foregoing, however arising, in each case whether registered or unregistered and including all registrations and applications for, and renewals or extensions of, such rights or forms of protection pursuant to the laws of any jurisdiction throughout in any part of the world. Licensor shall not use Licensee's intellectual property without the prior written consent of Licensee, which shall be at Licensee's sole and absolute discretion. Licensee represents that it has not made and will not make any unauthorized use of Licensor's intellectual property rights. Licensor shall not attempt to register the intellectual property or any other trademark that is likely to be confused with the Licensee's trademarks. Licensor acknowledges that all decisions concerning the registration and legal protection of the Licensee's intellectual property will be made by Licensee, in its sole discretion.

18. **SURRENDER OF LICENSED PREMESIS:** At termination of the License with respect to the Licensed Premises, the Licensee shall as promptly as reasonably practicable, remove the Trade Fixtures. Licensee will promptly repair all damage to such Licensed Premises caused by such removal. Licensee shall, at Licensee's sole expense, cap all utilities facilities serving each affected Licensed Premises. Any Trade Fixtures remaining on the Licensed Premises for a period of forty-five (45) days after the expiration or termination of this License, shall become the property of Licensor.

19. **SIGNAGE:** Licensee signage at the Licensed Premises is represented in **Exhibit C**. All signing identification, including way-finding signage, for each Licensed Premises and the placement thereof shall be entirely subject to and conditioned upon Licensor's prior approval, which shall not be unreasonably withheld, conditioned or delayed. Licensor's approval is required to ensure that all signage is aesthetically compatible

and consistent with Licensor's signage standards. All costs related to signage for each Licensed Premises shall be paid by Licensee. Licensee shall obtain any necessary permits from governmental authorities for the erection and maintenance of its signs.

20. **INDEMNIFICATION:**

i. **Limitation of Liability.** IN NO EVENT SHALL EITHER PARTY TOGETHER WITH ITS AFFILIATES, AGENTS, PRINCIPALS, EMPLOYEES OR REPRESENTATIVES BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, ARISING IN ANY MANNER FROM ANY CAUSE OF ACTION OR CLAIM RELATING TO OR ARISING EITHER DIRECTLY OR INDIRECTLY FROM THIS LICENSE. NOTWITHSTANDING THE FOREGOING, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED ITS MAXIMUM INSURANCE COVERAGE PURSUANT TO THE COVERAGE AMOUNTS SET FORTH IN THIS SECTION U (THE "LIABILITY CAP"). EACH PARTY ACKNOWLEDGES AND AGREES THAT EITHER PARTY'S INDEMNIFICATION OBLIGATIONS PURSUANT TO THIS SECTION SHALL BE EXCLUDED FROM LIABILITY CAP, AS WELL AS DAMAGES ARISING FROM EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

ii. **Licensor Indemnity.** To the extent permitted by law, Licensor covenants to defend, indemnify, and save harmless Licensee, its subsidiaries, and affiliated entities, and their respective officers, directors, shareholders from and against all claims brought by third parties (not including Licensee's agents, contractors and employees) and all costs (including, but not limited to, reasonable actual attorney fees and costs), expenses, and liabilities incurred in connection with such claims, including any action or proceeding brought thereon, on account of or arising out of or alleged to have arisen out of directly or indirectly, any claim of any third-party related to Licensor's duties and obligations pursuant to this License. The foregoing indemnity from Licensor shall not extend to liability directly resulting only from the sole negligence, gross negligence or willful misconduct of Licensee, its parent, subsidiary, and affiliated entities and their respective officers, directors, shareholders, partners, agents, and employees.

iii. **Licensee's Indemnity.** To the extent permitted by law, Licensee shall defend, indemnify, and save harmless Licensor, its parent, subsidiary, and affiliated entities (including, without limitation, Licensor Stores Limited Partnership, Licensor Great Lakes Limited Partnership and Licensor Distribution, Inc.) and their respective officers, directors, shareholders, partners, agents, and employees and any other persons, firms, or corporations having any interest in any Licensed Premises against all liability, damages, losses, costs and obligations, including but not limited to damages, court costs and attorneys' fees, on account of or arising out of or alleged to have arisen out of directly or indirectly, any claim of any third-party related to Licensee's use of any Licensed Premises in a manner that breaches Licensee's duties and obligations pursuant to this License. The foregoing indemnity from Licensee shall not extend to liability directly resulting only from the sole negligence, gross negligence or willful misconduct of Licensor, its parent, subsidiary, and affiliated entities and their respective officers, directors, shareholders, partners, agents, and employees.

21. **DESTRUCTION:** Any partial or total destruction of any Licensed Premises that (i) reasonably renders such Licensed Premises unfit for Licensee's permitted use during the last two (2) years of the initial Term or during any Renewal Term, and (ii) cannot be rebuilt with insurance funds (or self-insurance) within 180 days of the date of such destruction, then at Licensor's or Licensee's election, terminate the License with respect to such Premises only.

22. **APPLICABLE LAW:** This License shall be interpreted pursuant to the laws of the state in which the applicable Licensed Premises is located.

**23. DEFAULT:** The following events shall constitute a default of party's obligations under this License:

- (a) the failure by either party to perform or observe any material term or condition of the License and such failure continues for a period of thirty (30) days after receipt of written notice thereof, provided however, that if the nature of such default is such that the same cannot reasonably be cured within said 30-day period, then such party shall have such additional time as is reasonably required to cure such failure provided such party commences to cure such failure within such 30-day period and proceeds to cure such failure with diligence and continuity; or
- (b) the appointment of a receiver or trustee to take possession of all or substantially all of the assets of Licensee located at the Premises and if possession is not restored to Licensee within sixty (60) days; or a general assignment by Licensee for the benefit of creditors; or any action or proceeding commenced by or against Licensee under any insolvency or bankruptcy act, or under any other statute or regulation having as its purpose the protection of creditors and in the case of involuntary actions filed against the Licensee the same are not discharged within sixty (60) days after the date of commencement.

**24. REMEDIES:** In the event either party shall be guilty of an uncured default as provided above, then the non-defaulting party in addition to any other remedies given at law or in equity, may:

- (a) If an uncured default is by Licensee, continue this License in effect by not terminating Licensee's right to possession of said Premises and thereby be entitled to enforce all Licensor's rights and remedies under this License; or
- (b) If an uncured default is by Licensee, bring an action to recover and regain possession of said Premises in the manner provided by the laws of eviction of the State where the Premises are located then in effect.
- (c) If an uncured default is by Licensor, Licensee may terminate the License at such Premises upon written notice to Licensor.

**25. INSURANCE COVERAGE:**

- (a) During the Term, Rivian shall maintain in full force and effect, at its cost and expense, the following coverages and amounts of insurance: (i) Statutory Worker's Compensation Insurance; (ii) Commercial General Liability Insurance, written on an occurrence basis, covering bodily injury (including death), personal injury, and property damage, with limits of not less than \$1,000,000 per occurrence, \$2,000,000 aggregate; (iii) Automobile Liability with a combined single limit of \$1,000,000; and (iv) \$1,000,000 in excess liability coverage per occurrence, which coverage shall sit excess of the scheduled underlying General Liability, and Automobile Liability and Employer's Liability Insurance policies with exclusions that are no more broad than those contained in the underlying policies. With respect to Rivian's Commercial General Liability Insurance, Automobile Liability Insurance and Excess Liability Insurance, Rivian will include Licensor as an additional insured with respect to liability arising out of Rivian's performance under this Agreement. Rivian shall consider its own insurance primary and shall not seek contribution from similar insurance being maintained by the Licensor as to the acts or omissions of Rivian.
- (b) During the Term, Licensor shall maintain in full force and effect, at its cost and expense, commercially reasonable insurance that a similarly situated municipality would maintain for the Property.



**26. NOTICES:** All notices or demands shall be in writing and shall be deemed duly served or given only if delivered by prepaid (i) U.S. mail, certified or registered, return receipt requested, or (ii) reputable, overnight courier service (such as UPS or FedEx) to the addresses of the respective parties as specified in Section b above. Licensor and Licensee may change their respective addresses for notices by giving notice of such new address in accordance with the provisions of this paragraph.

**27. CONFIDENTIALITY:** Rivian acknowledges that Licensor is a [insert public agency type (e.g. municipal corporation)] incorporated under the laws of the State of Oregon and subject to laws regarding public records. Licensor shall make available copies of this Agreement and related documents upon request. In the event "Confidential Information" is requested, Licensor may either withhold the records or provide reasonable notice of the request to Rivian. Rivian shall have the sole responsibility to seek a court order prohibiting the release of the "Confidential Information" under applicable law. Under no circumstances shall Licensor's compliance with its obligations under applicable law be considered a breach of this Agreement.

**27. BROKERS:** Licensor and Licensee represent to each other that each has dealt with no broker and each hereby agrees to indemnify and hold the other harmless from any claims for any such commissions or fees.

**28. SUCCESSORS AND ASSIGNS:** This License shall be binding upon and shall inure to the benefit of Licensor and Licensee and their respective successors and assigns.

**29. GOVERNING LAW:** This License shall be governed by the laws of the State where the Licensed Premises are located.

**30. ADVERTISING:** Licensor authorizes Licensee, at Licensee's expense, to advertise the existence and location of the Charging Stations in such media and in such manner as Licensee deems desirable.

**31. FORCE MAJEURE.** Neither Party will be responsible or liable to the other Party for nonperformance or delay in performance of any of the terms or conditions of this License due to acts or occurrences beyond the reasonable control of the nonperforming or delayed Party, including without limitation, acts of God, terrorism, wars, riots, strikes or other labor disputes, shortages of labor or materials, fires, pandemics, and floods ("Force Majeure Event"; provided, that, the non-performing or delayed Party provides to the other Party prompt written notice (but in no event more than five (5) days after the Force Majeure Event occurs) of the existence of and the reason for such nonperformance or delay.

**32. ENTIRE AGREEMENT.** This License, together with any exhibits hereto, constitutes the entire agreement and understanding of the Parties in connection with the subject matter hereof and it supersedes all discussion, documents and correspondence before the execution of this License. This License may only be amended by written agreement executed by both Parties.

**33. RELATIONSHIP OF THE PARTIES.** The Parties are and shall remain independent contractors. This License does not constitute a partnership or establish either Party as the agent, franchisee or legal representative of the other for any purpose, and neither Party has the authority to act for, bind or make commitments on behalf of the other, except as specifically provided for in this License.

**34. NO THIRD-PARTY BENEFICIARIES.** This License does not confer any rights or remedies on any person other than the parties and their respective successors and permitted assigns.

**35. WAIVER.** No waiver by a Party of any breach or series of breaches or defaults in performance by another Party, and no failure, refusal, or neglect of a Party to exercise any right, power, or option given to it hereunder or to insist upon strict compliance with the performance of a Party's obligations under this Agreement, will constitute a waiver of the provisions of this Agreement with respect to any subsequent breach.

**36. COUNTERPARTS AND ELECTRONIC SIGNATURES.** This License may be executed in any number of counterparts, each of which will be an original and all of which together will constitute one and the same document. Any signature to this License transmitted via facsimile (or other electronic means) or other electronic signature will be deemed an original signature and be binding upon the parties hereto (it being agreed that

facsimile or other electronic signature will have the same force and effect as an original signature).

**IN WITNESS WHEREOF**, the parties hereto hereby execute this Master Parking Lot license as of the Effective Date first written above.

LICENSOR:

[INSERT NAME]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

LICENSEE:

RIVIAN, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

DRAFT

**EXHIBIT A**

**Property Description/ Address; Waypoint Spaces**

Note: Labeled Infrastructure

Address: [Provide Address]



Figure 1. Proposed site and area of work.

IMAGE SOURCE: [Google Maps](#)

DRY

**EXHIBIT B**

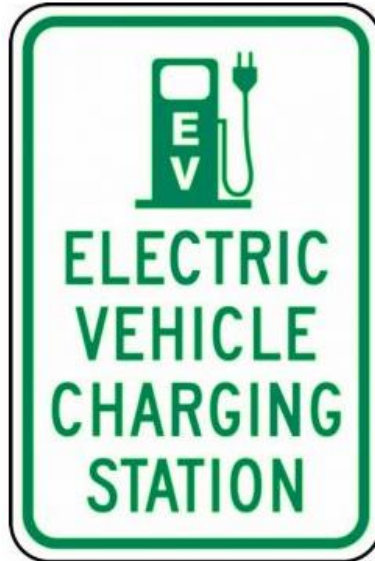
**Construction Activities; Description of Fixtures**

Rivian's Initial Work may include, but shall not be limited to the following:

- Design and engineering documentation
- Excavation activities for Rivian installation;
- Installation of new utility meter and switchgear;
- Installation of Rivian Level 2 charging units;
- Installation of Rivian signage;
- Required asphalt patching and re-striping as needed;
- Other such work as approved in accordance with Section 3.1 of this Agreement.

DRAFT

**EXHIBIT C**  
**Visual Displays**



Example Traffic Sign: [Electric Vehicle Charging Stations](#)

(Source: <https://www.accuform.com/traffic/electric-vehicle-sign-FRP390RA>)



**EXHIBIT D**

**Critical Date Memorandum**

This Critical Date Memorandum is made by and between [name], a [describe entity], as Licensor, and Rivian, LLC, a Delaware limited liability company, as Tenant, who agree as follows:

1. Licensor and Tenant entered into a License dated [date] (the "Agreement"), in which Licensor Licensed to Tenant and Tenant Licensed from Licensor the Licensed Premises (as described in Section 1.1 of the Agreement) (the "Licensed Premises").
2. All capitalized terms not defined herein shall have the same meaning as set forth in the Agreement.
3. Licensor and Tenant agree to confirm the key dates of the License, including but not limited to the Commencement and Expiration dates as follows:
  - i.[date], is the Commencement Date;
  - ii.[date], is the expiration date of the Initial Term;
  - iii.[date] is the Actual Possession Date.

**LICENSOR**

[LICENSOR], a [name]

By: \_\_\_\_\_

Name: [name]

Title: [title]

**TENANT**

RIVIAN, LLC, a Delaware limited liability company

By: \_\_\_\_\_

Name: [name]

Title: [title]

**MINUTES**  
**PORT OF SIUSLAW COMMISSION MEETING**

Wednesday, May 18, 2022 7:00pm  
Port of Siuslaw Conference Room  
100 Harbor St, Florence, OR 97439

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Terry Duman, President; Mike Buckwald, Secretary,  
Bill Meyer, 1<sup>st</sup> VP, Robert Ward, Treasurer, Craig Zolezzi, 2nd VP

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Join Zoom Meeting

<https://us06web.zoom.us/j/84056547629?pwd=OW9EZ0hyS2xGbWt4Y3grQW8xVGZ0Zz09>

Present Rob Ward, Mike Buckwald

Zoom Terry Duman

Absent Craig Zolezzi

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**Call to Order – 7:00pm**

**Public Comment:** *none*

1. **Approval of the Agenda** – Meyer wanted to add an item to the agenda as number 6
2. **PRESENTATION to the USCG**
  - Statement of Support for the United States Coast Guard and Auxiliary – Proclamation Cameron Young, Joe Cohen, Scott Philben and Robert Redfern from the Coast Guard auxiliary were present. Meyer read the Proclamation and presented it to the auxiliary.
3. **Approval of the Minutes by consent**
  - a. 4-20-22 Meeting Minutes draft
4. **Approval of the financials by consent**

Stewart said that Checks printed in April were \$80,219.10. Also that the occupancy for Campground was 54% up 9% from last year and moorage was 39% up 1% from last year.
5. **Resolution 5-18-22 adopting budget for the FY22-23, making appropriations and levying taxes**

Motion was made by Buckwald, second by Ward and the vote was unanimous.
6. Meyer wants to have a **study committee** consisting of Huntington, Stewart and a maintenance staff to see what could be done with the spoils site and bring back to the Commission. He wants a general concept, nothing professional at this point. Duman said we need a wetland delineation first so we know exactly what the boundaries are. Huntington was asked to have the delineation done.
7. **Manager and Commissioner Reports** – Huntington said we are excited about Rhody Days this weekend. He said we are completely booked up. He said the removal of the Creola will probably be done next week or the week after. Huntington said we do have a few vendors for the market. Meyer asked about the food truck and Huntington said they are in place and have already done a weekend and did very well. Ward asked if we had any updates on the electric charging stations. Huntington said no. Meyer said we are still interested. Duman does not want the spots to be the prime waterfront sites originally mapped out. Huntington said it would be across the road closest to the electric outlets. Huntington said he would contact the company again and revisit the concept. Ward would like to have a PUD personnel at a meeting before meeting with the parking company. Buckwald would like to go over the working in the contract that was

presented. Ward asked about the progress on the bulkhead. Since the repair project is so far out, the Commission discussed doing a temporary repair to protect the sidewalk and parking lot. Duman suggested 12 inch rock. Duman suggested getting bids.

**Public Comment:** *none*

**Adjourn – 7:55pm**

**Port of Siuslaw**  
**Combined Balance Sheet**  
As of May 31, 2022

	May 31, 22
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
1006 · Umpqua General Checking	54,933.74
1007 · Umpqua Savings	226,412.29
1009 · Umpqua MMA General Fund	1,937,735.61
1011 · Umpqua MMA ICM	5,179.84
1070 · Petty Cash	1,000.00
<b>Total Checking/Savings</b>	2,225,261.48
<b>Other Current Assets</b>	
1130 · Inventory - Gas	4,467.30
1140 · Inventory - Diesel	2,063.10
1220 · Accounts Receivable	5,744.45
1250 · Taxes receivable	49,177.00
1450 · Prepaid insurance	18,865.50
1499 · Undeposited Funds	-2,238.16
<b>Total Other Current Assets</b>	78,079.19
<b>Total Current Assets</b>	2,303,340.67
<b>Fixed Assets</b>	
1510 · Land	2,617,874.00
1515 · Land Improvements	1,995,894.50
1520 · Buildings & Docks	8,028,026.56
1525 · Equipment & Vehicles	761,055.71
1600 · Accumulated Depreciation	-989,953.00
1615 · Accum Depr - Land Improvements	-1,321,558.70
1620 · Accum Depr - Buildings & Docks	-4,731,734.33
1625 · Accum Depr - Equip & Vehicles	-706,731.44
<b>Total Fixed Assets</b>	5,652,873.30
<b>TOTAL ASSETS</b>	<b>7,956,213.97</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Accounts Payable</b>	
2000 · *Accounts Payable	14,591.70
<b>Total Accounts Payable</b>	14,591.70
<b>Credit Cards</b>	
2021 · Port Credit Card 1	5,990.67
<b>Total Credit Cards</b>	5,990.67
<b>Other Current Liabilities</b>	
2030 · Deposits Held	7,360.00
2040 · Gift Certificates	100.00
2045 · Unearned CG Revenue (Hercules)	338,013.57
2050 · Deferred Compensation Plan NRS	9,281.63
<b>Total Other Current Liabilities</b>	354,755.20
<b>Total Current Liabilities</b>	375,337.57
<b>Long Term Liabilities</b>	
2390 · OBD Loan L0004 Bdwk	55,307.42
2440 · OBD Loan 524016 Dredging	42,291.96
2491 · OBD Loan 525186 MSLTD	347,805.57
2492 · OBD Loan 525196 Wharf	267,080.69
2993 · BB Loan 1000214241 PVIP	-11,307.00
<b>Total Long Term Liabilities</b>	701,178.64

9:36 AM

06/09/22

Accrual Basis

**Port of Siuslaw  
Combined Balance Sheet  
As of May 31, 2022**

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	<u>May 31, 22</u>
<b>Total Liabilities</b>	1,076,516.21
<b>Equity</b>	
3300 · Invested in Capital Assets	4,738,587.40
3900 · Fund Balance	-122,831.08
Net Income	<u>2,263,941.44</u>
<b>Total Equity</b>	<u>6,879,697.76</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>7,956,213.97</u></u>



**Port of Siuslaw**  
**Profit & Loss Budget vs. Actual - General Fund**  
July 2021 through May 2022

												TOTAL		
	Jul 21	Aug 21	Sep 21	Oct 21	Nov 21	Dec 21	Jan 22	Feb 22	Mar 22	Apr 22	May 22	Year to Date	Budget	Variance
<b>Income</b>														
4100 - Available Beginning Cash	1,162,312.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,162,312.00	1,162,312.00	0.00
4140 - Campground Revenue	134,003.91	131,392.27	119,569.89	69,819.82	36,857.25	27,236.61	35,151.95	40,167.81	40,587.77	50,910.15	68,337.83	754,035.26	610,000.00	144,035.26
4150 - Leases	11,975.08	12,125.08	11,975.08	11,975.08	11,975.08	11,975.08	11,975.08	11,975.08	11,975.08	12,425.08	17,830.37	138,181.17	143,000.00	-4,818.83
4160 - Moorage	11,908.42	16,293.78	19,001.16	9,195.65	4,265.23	3,817.48	5,830.52	4,474.43	3,809.88	4,161.40	7,589.25	90,347.20	95,000.00	-4,652.80
4170 - Storage	94.61	94.61	94.61	219.61	125.86	125.86	125.86	125.82	58.13	58.13	58.13	1,181.23	2,800.00	-1,618.77
4190 - Marine Fuel	2,911.26	8,708.18	20,292.19	3,953.24	53.98	394.98	0.00	114.84	341.13	99.78	2,452.82	39,322.40	21,000.00	18,322.40
4200 - Other Facility Income	5,993.18	5,798.11	5,471.53	4,930.68	1,406.97	1,266.54	1,892.42	1,004.96	815.77	1,378.27	1,888.61	31,847.04	20,300.00	11,547.04
4500 - Levied Taxes	25,648.83	1,046.34	726.81	573.36	238,686.22	90,234.32	5,494.22	1,890.24	6,880.70	1,506.53	1,469.39	374,156.96	338,083.00	36,073.96
4515 - State Forest Sales	0.00	9,364.78	0.00	0.00	0.00	941.09	0.00	0.00	0.00	0.00	10,864.43	21,170.30	20,000.00	1,170.30
4540 - Interest Income	10.50	13.68	13.49	13.94	14.07	16.49	16.36	14.68	16.36	15.85	16.60	162.02	500.00	-337.98
4550 - Maintenance Assistance Program	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	21,350.00	-21,350.00
4600 - Miscellaneous Income	2,539.57	3,066.76	150.54	380.95	16,392.74	522.96	376.13	5,790.92	1,054.84	11,948.46	222.66	42,446.53	18,000.00	24,446.53
4670 - Sale of Surplus Property	557,492.92	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	557,492.92		
4750 - Business Oregon Reimb Fund	0.00	0.00	11,377.00	0.00	0.00	0.00	10,967.00	0.00	0.00	0.00	0.00	22,344.00	27,144.00	-4,800.00
<b>Total Income</b>	<b>1,914,890.28</b>	<b>187,903.59</b>	<b>188,672.30</b>	<b>101,062.33</b>	<b>309,777.40</b>	<b>136,531.41</b>	<b>71,829.54</b>	<b>65,558.78</b>	<b>65,539.66</b>	<b>82,503.65</b>	<b>110,730.09</b>	<b>3,234,999.03</b>	<b>2,479,489.00</b>	<b>755,510.03</b>
<b>Gross Profit</b>	<b>1,914,890.28</b>	<b>187,903.59</b>	<b>188,672.30</b>	<b>101,062.33</b>	<b>309,777.40</b>	<b>136,531.41</b>	<b>71,829.54</b>	<b>65,558.78</b>	<b>65,539.66</b>	<b>82,503.65</b>	<b>110,730.09</b>	<b>3,234,999.03</b>	<b>2,479,489.00</b>	<b>755,510.03</b>
<b>Expense</b>														
<b>5000 - Personal Services</b>														
5020 - Port Manager	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00	9,995.94	3,416.67	6,833.34	6,833.34	6,833.34	6,833.34	70,745.97	72,000.00	-1,254.03
5030 - Administrative Assistant	4,414.50	4,200.00	4,640.51	4,427.75	4,222.00	6,846.85	2,200.00	4,416.50	4,016.75	4,797.88	4,043.50	48,226.24	52,000.00	-3,773.76
5045 - Services Lead	2,953.60	2,864.32	3,257.19	3,080.01	2,754.08	4,852.85	1,584.00	3,181.50	2,866.50	3,325.50	2,880.00	33,599.55	36,005.00	-2,405.45
5050 - Office Assistant	2,446.08	2,679.04	2,446.08	2,664.64	2,770.62	3,971.00	1,512.00	2,772.00	2,520.00	2,772.00	2,772.00	29,325.46	31,492.00	-2,166.54
5075 - Maintenance I Lead	3,919.80	3,862.32	4,230.16	4,016.88	4,399.44	6,474.84	2,104.08	4,399.45	3,825.60	4,016.89	4,208.16	45,457.62	51,730.00	-6,272.38
5077 - Maintenance IV	1,064.00	2,240.00	2,492.00	2,596.00	2,604.00	4,254.60	1,364.00	2,728.00	2,480.00	2,852.00	2,480.00	27,154.60	31,200.00	-4,045.40
5079 - Maint III Staff	3,520.00	3,360.00	3,680.00	3,520.00	3,360.00	5,442.60	1,760.00	3,520.00	3,200.00	3,680.00	3,200.00	38,242.60	41,600.00	-3,357.40
5080 - Maint III / groundskeeper	2,665.52	2,961.39	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,626.91	32,116.00	-26,489.09
5110 - Payroll taxes	2,863.22	2,935.76	2,666.48	2,618.51	2,683.25	3,766.33	1,503.32	5,035.32	2,773.81	3,050.39	2,847.71	32,744.10	34,814.00	-2,069.90
5180 - Health Insurance	4,338.18	4,338.18	3,098.70	3,718.44	3,718.44	3,718.44	3,718.44	3,718.44	3,718.44	3,718.44	3,718.44	41,522.58	60,000.00	-18,477.42
5181 - Life Insurance	638.70	16.59	11.85	14.22	14.22	14.22	14.22	14.22	14.22	14.22	14.22	780.90	300.00	480.90
5182 - Dental Insurance	419.92	367.43	262.45	314.94	314.94	314.94	314.94	314.94	314.94	314.94	314.94	3,569.32	5,200.00	-1,630.68
5190 - Workers Compensation Insurance	19,199.58	0.00	1,188.73	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20,388.31	12,000.00	8,388.31
5270 - Retirement	0.00	0.00	0.00	0.00	0.00	0.00	0.00	12,263.60	0.00	0.00	0.00	12,263.60	13,000.00	-736.40
5275 - Compensated absences	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8,500.00	-8,500.00
5280 - Overtime	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,000.00	-3,000.00
<b>Total 5000 - Personal Services</b>	<b>54,443.10</b>	<b>35,825.03</b>	<b>33,974.15</b>	<b>32,971.39</b>	<b>32,840.99</b>	<b>49,652.61</b>	<b>19,491.67</b>	<b>49,197.31</b>	<b>32,563.60</b>	<b>35,375.60</b>	<b>33,312.31</b>	<b>409,647.76</b>	<b>484,957.00</b>	<b>-75,309.24</b>
<b>5300 - Material and Services</b>	<b>61,232.53</b>	<b>55,802.44</b>	<b>48,865.61</b>	<b>42,489.41</b>	<b>32,436.45</b>	<b>27,781.14</b>	<b>95,151.84</b>	<b>27,179.92</b>	<b>50,304.44</b>	<b>31,358.34</b>	<b>43,672.48</b>	<b>516,274.60</b>	<b>593,800.00</b>	<b>-77,525.40</b>
<b>6000 - Capital Outlay</b>														
<b>6060 - Operations Equipment</b>														
6062 - Boat replacement and tractor	0.00	32,500.00	0.00	17,569.45	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50,069.45	55,000.00	-4,930.55
<b>Total 6060 - Operations Equipment</b>	<b>0.00</b>	<b>32,500.00</b>	<b>0.00</b>	<b>17,569.45</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>50,069.45</b>	<b>55,000.00</b>	<b>-4,930.55</b>
<b>6130 - Land</b>														
6146 - Landscape and Rock	0.00	2,425.32	0.00	0.00	0.00	832.00	0.00	2,688.00	0.00	0.00	5,000.00	10,945.32	15,000.00	-4,054.68

**Port of Siuslaw**  
**Profit & Loss Budget vs. Actual - General Fund**  
 July 2021 through May 2022

													TOTAL	
	Jul 21	Aug 21	Sep 21	Oct 21	Nov 21	Dec 21	Jan 22	Feb 22	Mar 22	Apr 22	May 22	Year to Date	Budget	Variance
6147 · Mapleton and E Dock Repairs	0.00	0.00	0.00	0.00	0.00	0.00	2,617.17	890.85	5,081.36	845.30	232.59	9,667.27	20,000.00	-10,332.73
<b>Total 6130 · Land</b>	0.00	2,425.32	0.00	0.00	0.00	832.00	2,617.17	3,578.85	5,081.36	845.30	5,232.59	20,612.59	35,000.00	-14,387.41
<b>6150 · Facilities</b>														
6153 · 080A Harbor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	114.62	4,181.69	0.00	0.00	4,296.31	10,000.00	-5,703.69
6155 · Wharf/Bdwk Fire System	0.00	0.00	0.00	3,500.00	16,535.74	0.00	0.00	0.00	0.00	0.00	0.00	20,035.74	20,000.00	35.74
6157 · Business Oregon Fees	15,168.87	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	15,168.87	11,250.00	3,918.87
<b>Total 6150 · Facilities</b>	15,168.87	0.00	0.00	3,500.00	16,535.74	0.00	0.00	114.62	4,181.69	0.00	0.00	39,500.92	41,250.00	-1,749.08
<b>6170 · Marine Facilities</b>														
6174 · West Basin Portable Pump Out	12,505.00	42.36	89.60	30.00	656.84	0.00	0.00	0.00	0.00	0.00	0.00	13,323.80	15,000.00	-1,676.20
<b>Total 6170 · Marine Facilities</b>	12,505.00	42.36	89.60	30.00	656.84	0.00	0.00	0.00	0.00	0.00	0.00	13,323.80	15,000.00	-1,676.20
<b>Total 6000 · Capital Outlay</b>	27,673.87	34,967.68	89.60	21,099.45	17,192.58	832.00	2,617.17	3,693.47	9,263.05	845.30	5,232.59	123,506.76	146,250.00	-22,743.24
<b>6700 · Contingency</b>	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	900,000.00	-900,000.00
<b>7000 · Debt Service</b>														
7215 · MNIF (Dredging) #524016	0.00	0.00	0.00	0.00	5,876.15	0.00	0.00	0.00	0.00	0.00	0.00	5,876.15	5,880.00	-3.85
7216 · PRLF (MSLTD) #525186	11,599.93	0.00	11,599.93	0.00	0.00	0.00	11,599.93	0.00	11,599.93	0.00	0.00	46,399.72	46,400.00	-0.28
7225 · Banner Bank (PVIP) 1000214241	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	17,200.00	-17,200.00
7230 · PRLF Loan (Wharf) #525196	0.00	7,424.94	0.00	0.00	7,424.94	0.00	0.00	7,424.94	0.00	0.00	7,424.94	29,699.76	29,700.00	-0.24
7270 · SPWF (Bdwk Prj) L0004	0.00	0.00	0.00	0.00	15,961.07	0.00	0.00	0.00	0.00	0.00	0.00	15,961.07	15,970.00	-8.93
<b>Total 7000 · Debt Service</b>	11,599.93	7,424.94	11,599.93	0.00	29,262.16	0.00	11,599.93	7,424.94	11,599.93	0.00	7,424.94	97,936.70	115,150.00	-17,213.30
<b>7600 · Unappropriated Ending Fund Bal</b>	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	189,332.00	-189,332.00
<b>7700 · Transfer to other funds</b>	0.00	0.00	50,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50,000.00	50,000.00	0.00
<b>Total Expense</b>	154,949.43	134,020.09	144,529.29	96,560.25	111,732.18	78,265.75	128,860.61	87,495.64	103,731.02	67,579.24	89,642.32	1,197,365.82	2,479,489.00	-1,282,123.18
<b>Net Income</b>	<b>1,759,940.85</b>	<b>53,883.50</b>	<b>44,143.01</b>	<b>4,502.08</b>	<b>198,045.22</b>	<b>58,265.66</b>	<b>-57,031.07</b>	<b>-21,936.86</b>	<b>-38,191.36</b>	<b>14,924.41</b>	<b>21,087.77</b>	<b>2,037,633.21</b>	<b>0.00</b>	<b>2,037,633.21</b>

**Port of Siuslaw**  
**Profit & Loss Budget vs. Actual - Capital Maint Fund**  
 July 2021 through May 2022

	Jul 21	Aug 21	Sep 21	Oct 21	Nov 21	Dec 21	Jan 22	Feb 22	Mar 22	Apr 22	May 22	Year to Date	TOTAL Budget	Variance
<b>Income</b>														
<b>4100 - Available Beginning Cash</b>	176,332.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	176,332.00	176,332.00	0.00
<b>4540 - Interest Income</b>	13.42	10.42	0.00	0.00	0.00	0.00	0.00	0.00	5.58	0.00	0.00	29.42	25.00	4.42
<b>4700 - Incoming Transfer</b>	0.00	0.00	50,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50,000.00	50,000.00	0.00
<b>Total Income</b>	176,345.42	10.42	50,000.00	0.00	0.00	0.00	0.00	0.00	5.58	0.00	0.00	226,361.42	226,357.00	4.42
<b>Gross Profit</b>	176,345.42	10.42	50,000.00	0.00	0.00	0.00	0.00	0.00	5.58	0.00	0.00	226,361.42	226,357.00	4.42
<b>Expense</b>														
<b>7600 - Unappropriated Ending Fund E</b>	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	226,357.00	-226,357.00
<b>Total Expense</b>	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	226,357.00	-226,357.00
<b>Net Income</b>	<b>176,345.42</b>	<b>10.42</b>	<b>50,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>5.58</b>	<b>0.00</b>	<b>0.00</b>	<b>226,361.42</b>	<b>0.00</b>	<b>226,361.42</b>

	Campground 2018/2019			Campground 2019/2020			Campground 2020/2021			Campground 2021-2022		
	% Occ.	YTD %	Nights	% Occ.	YTD %	Nights	% Occ.	YTD %	Nights	% Occ.	YTD %	Nights
JULY	86%	78%	2862	78%	86%	2617	77%	78%	2939	96%	96%	3660
AUG	94%	90%	3052	89%	84%	2978	88%	83%	3357	97%	97%	3705
SEPT	88%	89%	2760	84%	84%	2724	88%	84%	3243	92%	95%	3408
OCT	43%	78%	1398	42%	73%	1393	47%	75%	1780	51%	84%	1948
NOV	30%	68%	878	33%	65%	1059	20%	64%	752	34%	74%	1258
DEC	32%	62%	1035	28%	59%	937	18%	56%	680	25%	66%	957
JAN	36%	58%	1168	25%	54%	842	20%	51%	742	32%	61%	1210
FEB	39%	56%	1152	28%	51%	861	22%	48%	763	37%	58%	1270
MAR	44%	55%	1417	25%	48%	847	30%	46%	1143	37%	56%	1400
APR	39%	53%	1232	13%	45%	423	36%	45%	1324	41%	54%	1521
MAY	44%	52%	1418	13%	42%	417	40%	44%	1522	46%	53%	1756
JUN	45%	52%	1452	48%	42%	1566	69%	46%	2528			
TL YTD	52%	52%	19824	42%	42%	16664	46%	46%	20773			
REV YTD	\$549,278.00			\$519,620.00			\$756,828.00			\$711,749.00		

	Moorage 2019/20			Moorage 2020-21		
	% Occ.	YTD %	Nights	% Occ.	YTD %	Nights
JULY	44%	37%	1608	48%	44%	1745
AUG	65%	55%	2413	63%	56%	2293
SEPT	79%	63%	2836	79%	63%	2796
OCT	43%	58%	1575	49%	60%	1790
NOV	28%	52%	994	26%	53%	915
DEC	27%	48%	992	23%	48%	852
JAN	26%	45%	961	23%	44%	846
FEB	26%	42%	903	24%	42%	783
MAR	26%	40%	934	24%	40%	878
APR	26%	39%	914	25%	38%	871
MAY	30%	38%	1088	28%	37%	1038
JUN	39%	38%	1367	38%	38%	1351
TL YTD	38%	38%	16585	38%	38%	16158
REV YTD	\$97,214.00			\$99,027.00		

Moorage 2021-22		
% Occ.	YTD %	Nights
51%	51%	1850
64%	58%	2339
78%	64%	2759
47%	60%	1725
26%	53%	929
26%	49%	932
26%	45%	965
25%	43%	840
24%	41%	870
26%	39%	906
29%	38%	1068
\$88,330.00		

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Accrual Basis

**Port of Siuslaw**  
**Profit & Loss Prev Year Comparison**  
**July 2021 through May 2022**

	Jul '21 - May 22	Jul '20 - May 21	\$ Change	% Change
<b>Income</b>				
4100 · Available Beginning Cash	1,338,644.00	1,052,151.58	286,492.42	27.2%
4140 · Campground Revenue	754,035.26	657,568.33	96,466.93	14.7%
4150 · Leases	138,181.17	157,995.88	-19,814.71	-12.5%
4160 · Moorage	90,347.20	87,735.64	2,611.56	3.0%
4170 · Storage	1,181.23	2,764.26	-1,583.03	-57.3%
4190 · Marine Fuel	39,322.40	21,071.99	18,250.41	86.6%
4200 · Other Facility Income	31,847.04	24,119.19	7,727.85	32.0%
4500 · Levied Taxes	374,156.96	348,139.71	26,017.25	7.5%
4515 · State Forest Sales	21,170.30	32,494.66	-11,324.36	-34.9%
4540 · Interest Income	191.44	1,604.63	-1,413.19	-88.1%
4550 · Maintenance Assistance Program	0.00	19,000.00	-19,000.00	-100.0%
4600 · Miscellaneous Income	42,446.53	12,519.89	29,926.64	239.0%
4670 · Sale of Surplus Property	557,492.92	0.00	557,492.92	100.0%
4700 · Incoming Transfer	50,000.00	73,151.00	-23,151.00	-31.7%
4750 · Business Oregon Reimb Fund	22,344.00	7,215.00	15,129.00	209.7%
<b>Total Income</b>	<b>3,461,360.45</b>	<b>2,497,531.76</b>	<b>963,828.69</b>	<b>38.6%</b>
<b>Gross Profit</b>	<b>3,461,360.45</b>	<b>2,497,531.76</b>	<b>963,828.69</b>	<b>38.6%</b>
<b>Expense</b>				
5000 · Personal Services	409,647.76	340,505.50	69,142.26	20.3%
5300 · Material and Services	516,327.79	459,779.34	56,548.45	12.3%
6000 · Capital Outlay	123,506.76	128,587.92	-5,081.16	-4.0%
7000 · Debt Service	97,936.70	113,689.25	-15,752.55	-13.9%
7700 · Transfer to other funds	50,000.00	73,151.00	-23,151.00	-31.7%
<b>Total Expense</b>	<b>1,197,419.01</b>	<b>1,115,713.01</b>	<b>81,706.00</b>	<b>7.3%</b>
<b>Net Income</b>	<b>2,263,941.44</b>	<b>1,381,818.75</b>	<b>882,122.69</b>	<b>63.8%</b>